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9 UNITED STATES DISTRICT COURT  
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11 NORTHERN DISTRICT OF CALIFORNIA, OAKLAND DIVISION  
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13 Light Field Lab,  
14 Plaintiff,  
15 v.  
16 Alan Jones,  
17 Defendant.  
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Case No. 4:23-cv-05344-YGR

**DECLARATION OF CHARLES YANG  
ISO LIGHT FIELD LAB'S OPPOSITION  
TO DEFENDANT ALAN JONES'S  
MOTION TO DISMISS**

Judge: Judge Yvonne Gonzalez Rogers  
Date: January 30, 2024  
Time: 2:00 p m.  
Crtrm.: Oakland, Courtroom 1, 4th Floor

DECLARATION OF CHARLES YANG

I, CHARLES YANG, declare as follows:

1. I am the Director of Legal Affairs at Light Field Lab, Inc. ("Light Field Lab"). The following is true and correct and based on my personal knowledge. If called to testify as to the information provided herein, I could do so competently. I make this declaration in support of Light Field Lab's Opposition to Defendant Alan Jones's Motion to Dismiss.

2. Attached hereto as Exhibit A is a true and correct copy of the Agreement To Arbitrate All Claims entered into by Light Field Lab and Alan Jones.

I declare under penalty of perjury under the laws of the United States of America that the foregoing is true and correct to the best of my knowledge.

Executed on this 2nd day of January, 2024, at San Jose, California.

/s/ Charles Yang  
CHARLES YANG

# EXHIBIT A



LIGHT FIELD LAB.®

### **AGREEMENT TO ARBITRATE ALL CLAIMS**

Light Field Lab, Inc. (the “Company”) and the employee named below (“Employee”) agree to resolve any and all disputes between them arising out of or in any way related to Employee’s employment with the Company (or employment application to the Company) by binding arbitration. This Agreement also applies to all claims concerning any employee, officer, director, trustee, agent, benefit plan administrator, successor or assign of the Company that arise out of or relate to their actions on behalf of the Company. The Parties understand that by entering into this Agreement, they are giving up their right to have their disputes decided in a court of law, and if applicable, before a jury. Instead, the parties agree to use binding arbitration to resolve their disputes. This Agreement does not apply to any claims or administrative charges or proceedings that, by law, are not subject to arbitration. Nothing in this Agreement is meant to contradict or invalidate the at-will employment relationship between the Company and Employee.

**Individual Arbitration.** The Parties agree that any claim that falls within the scope of this Agreement shall be resolved in an individual arbitration proceeding and not as a class, collective, representative, or mass action. If this Individual Arbitration provision is deemed unenforceable, then this entire Agreement shall be null and void.

**Arbitration Procedure.** The arbitration will be conducted in the California county in which the Employee is (or was last) employed in accordance with California law, the Federal Arbitration Act, and the procedural rules set forth in the American Arbitration Association’s Employment Arbitration Rules and Mediation Procedures (the “AAA Rules”). The AAA Rules are available online at [www.adr.org](http://www.adr.org). If any of the AAA Rules conflict with any arbitration procedures required by federal or state law, the arbitration procedures required by federal or state law shall apply.

The arbitrator shall have the power to enter any award that could be entered by any court having competent jurisdiction. The award shall be issued in writing and state the essential findings and



conclusions on which the award is based. The Parties agree to abide by any valid award rendered by the arbitrator, and judgment on the award may be entered by any court having jurisdiction. The Company shall pay the arbitrator's fees, but each party shall bear its own respective attorney fees and all other costs unless otherwise required or allowed by law and awarded by the arbitrator.

Any disputes regarding the scope or enforceability of this Agreement shall be decided by a court of law. This Agreement constitutes the entire agreement between the Parties relating to this subject matter and supersedes all prior or contemporaneous inconsistent agreements.

**Revocation of Agreement.** Within 30 days of the date this Agreement is signed by Employee, either party may revoke or opt out of this Agreement by sending a written notice of revocation to the other party.

Agreed to by:

ALAN JONES

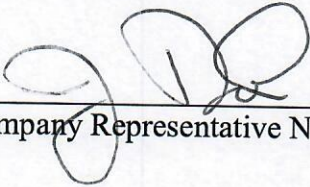
Printed Employee Name



Employee Signature

9/9/19

Date



Company Representative Name (Print)



Company Representative (Signature)

9/16/19

Date